

CONTRACT RELEASE: C-1005(5)

DATE: JUNE 30, 2023

PRODUCT/SERVICE: MULTI-FUNCTION DEVICE (COPIERS) EQUIPMENT RENTAL, PURCHASE & MAINTENANCE

CONTRACT PERIOD: VARIES. SEE SPECIFIC CONTRACT FOR CONTRACT PERIOD.

EXTENSION OPTIONS: VARIES. SEE SPECIFIC CONTRACT FOR EXTENSION OPTIONS.

ACQUISITION MANAGEMENT SPECIALIST/BUYER (AMS): DAVID SISK

PHONE: 651.201.3169

E-MAIL: David.Sisk@state.mn.us

WEB SITE: www.mn.gov/admin/osp/

NOTIFICATION OF MULTIPLE AWARDS

This release contains multiple awards for similar or like products and services. State Agencies should review and compare all Contract Vendor's prices in order to ensure the best value for their specific product or service needs. Factors such as, but not limited to, cost, type of service category, type of rate required, vendor location, delivery lead times, and selected options all may contribute to the total cost/value of an individual purchase. Multiple vendors may be able to satisfy the requirements of the end user and it is important for the purchaser to review all Contracts and Contract prices before executing an order.

The following vendors have been awarded contracts for this contract release. The contact, delivery, website, and pricing information is detailed or linked in the following pages.

CONTRACT VENDOR	CONTRACT NO.
CANON USA INC.	189667
HP INC.	189671
KYOCERA DOCUMENT SOLUTIONS AMERICA INC.	189672
RICOH USA INC.	189673
TOSHIBA BUSINESS SOLUTIONS USA	191411

SECURITY NOTE: CPV members and State Agencies with specific security needs, policies, or procedures should be sure to check the relevant terms of the different contracts, as these are not always identical. Topics include cloud services, PCI compliance, CJIS and FedRamp security standards, etc. Agencies should also doublecheck data security concerns with MNIT Services.

EQUIPMENT STANDARDS AND PRICING: MNIT Services and OSP have jointly developed standards for MFD equipment. See these standards and pricing at https://mn.gov/buyit/mfd_index.html.

Links to miscellaneous services and costs may be found below, under 'Miscellaneous Contract Vendor Services & Rates.'

TERMINATION/CANCELLATION OF CONTRACT. There may be a cost associated with termination/cancellation of a Contract. Agencies and CPV members are **STRONGLY ADVISED** to review termination/cancellation clauses in the Contract in order to understand the potential risks and costs involved in termination/cancellation of a contract before a decision is made to terminate/cancel a contract. Termination/cancellation charges can be accessed through the link cited in the 'Miscellaneous Contract Vendor Services & Rates,' below. If there are questions regarding termination/cancellation contact the AMS listed above.

See additional notes on Trade-ins, Disposal of Old Equipment, Removal, and Security Specifications (below).

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
CANON USA INC. 1 Canon Park Melville, NY 11747 USA VENDOR NO: 0000195734	189667	NET 30	30 DAYS

CONTRACT PERIOD: MARCH 1, 2021 THROUGH FEBRUARY 28, 2024
EXTENSIONS REMAINING: UP TO 24 MONTHS

David J. Rothauser
Manager, State Contract Administration
MOBILE: 631.330.5443
EMAIL: drothauser@cusa.canon.com

Canon Contact List of Representatives, Resellers, and Statewide Coverage

[https://osp.admin.mn.gov/sites/osp/files/pdf/c-1005\(5\)canonrepsresellerscoverage.pdf](https://osp.admin.mn.gov/sites/osp/files/pdf/c-1005(5)canonrepsresellerscoverage.pdf)

HP INC. 10400 Energy Drive Spring, TX 77389 USA VENDOR NO: 0000197027	189671	NET 30	30 DAYS
--	---------------	---------------	----------------

CONTRACT PERIOD: MARCH 1, 2021 THROUGH FEBRUARY 28, 2024
EXTENSIONS REMAINING: UP TO 24 MONTHS

Debra Lee
Public Sector Contract Management Director
MOBILE: 847.537.0344
EMAIL: debra.lee@hp.com

Pre-sales consultation and quotes:

Dorothy Huber
Account Manager
PHONE: 612.562.3317
EMAIL: dorothy.huber@hp.com

Jeremy Scarpelli
Inside Account Manager
PHONE: 866.625.0789
EMAIL: j.scar@hp.com

HP Contact List of Representatives, Resellers, and Statewide Coverage

[https://osp.admin.mn.gov/sites/osp/files/pdf/c-1005\(5\)hprepsresellerscoverage.pdf](https://osp.admin.mn.gov/sites/osp/files/pdf/c-1005(5)hprepsresellerscoverage.pdf)

KYOCERA DOCUMENT SOLUTIONS AMERICA INC. 225 Sand Road PO Box 40008 Fairfield, NJ 07004-0008 USA VENDOR NO: 0000221377	189672	NET 30	30 DAYS
---	---------------	---------------	----------------

CONTRACT PERIOD: MARCH 1, 2021 THROUGH FEBRUARY 28, 2024
EXTENSIONS REMAINING: UP TO 24 MONTHS

Dan Woolly
Government Account Manager
PHONE: 214.557.5207
EMAIL: Dan.Woolly@da.kyocera.com

Kyocera Contact List of Representatives, Resellers, and Statewide Coverage

[https://osp.admin.mn.gov/sites/osp/files/pdf/c-1005\(5\)kyocerarepsresellerscoverage.pdf](https://osp.admin.mn.gov/sites/osp/files/pdf/c-1005(5)kyocerarepsresellerscoverage.pdf)

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
RICOH USA INC.	189673	NET 30	30 DAYS

300 Eagleview Boulevard, Suite 200
Exton, PA 19341 USA

VENDOR NO: 0000212032 **CONTRACT PERIOD: MARCH 1, 2021 THROUGH FEBRUARY 28, 2024**

EXTENSIONS REMAINING: UP TO 24 MONTHS

Travis Massman
Area Manager - State & Local Government
MOBILE: 573.353.2559
EMAIL: travis.massman@ricoh-usa.com

Ricoh Contact List of Representatives, Resellers, and Statewide Coverage

[https://osp.admin.mn.gov/sites/osp/files/pdf/c-1005\(5\)ricohrepsresellerscoverage.pdf](https://osp.admin.mn.gov/sites/osp/files/pdf/c-1005(5)ricohrepsresellerscoverage.pdf)

Special Considerations When Purchasing From Ricoh:

Cloud Services: before buying cloud services from Ricoh, a Customer must first perform a risk assessment for any such cloud services. See Clause 67 of Ricoh's contract, Contractor's Documents.

PCI Compliance: services requiring PCI compliance are not allowed under the Contract. If an opportunity arises for PCI-related services, it must first be added to the contract under a duly executed amendment signed by both parties.

TOSHIBA AMERICA BUSINESS SOLUTIONS, INC. DBA TOSHIBA BUSINESS SOLUTIONS	191411	NET 30	30 DAYS
--	---------------	---------------	----------------

2930 Waters Road, Suite 190
Eagan, MN 55121 USA

VENDOR NO: 0000388403 **CONTRACT PERIOD: MARCH 1, 2021 THROUGH FEBRUARY 28, 2024**

EXTENSIONS REMAINING: UP TO 24 MONTHS

Jay Rodger
Director, Enterprise Accounts Manager
OFFICE: 651.994.7773
EMAIL: jay.rodger@tbs.toshiba.com

Toshiba Contact List of Representatives, Resellers, and Statewide Coverage

<https://osp.admin.mn.gov/sites/osp/files/2023-06/c-10055toshibarepsresellerscoverage.pdf>

CONTRACT USERS. This Contract is available to the following entities as indicated by the checked boxes below:

- ☒ State agencies
- ☒ Cooperative Purchasing Venture (CPV) members

STATE AGENCY CONTRACT USE. This Contract must be used by State agencies unless a specific exception is granted in writing by the AMS listed above.

STATE AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contract Vendor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

CONTRACT FEEDBACK. If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing

state contract that is not available to your entity, whether a state agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the [Contract Feedback Form](#).

SERVICE CERTIFICATION FORM REQUIREMENTS. Pursuant to Minn. Stat. § 16C.09, agencies must complete a "Service Contract Certification Form" prior to issuing an order for services offered from this Contract.

TERMS AND CONDITIONS

SCOPE. The purpose of these Contracts is to provide State agencies and CPV members with a method of purchasing, renting and procuring multifunction devices and maintenance for multi-function devices. Statewide distribution and service is provided. The Contract Vendor(s) is responsible for the timeliness and quality of all services provided by individual resellers/subcontractors. A reseller is defined as a subcontractor for the purposes of this contract. Delivery, support, warranty, and maintenance may be provided by the Contract Vendor(s) using resellers. Contract Vendor(s) and its resellers will be expected to assist agencies in their selection process by providing them with equipment demonstration, best practice information, managed print expertise, specifications, volume capabilities, and technical expertise, including system integration requirements when connecting to an existing network.

Note: Managed Print Services is **not** a part of this Contract. Print Assessments, if requested by an agency or CPV, are to be provided at no cost.

PRICES. At no time should the ordering entity pay more than the Contract price. Agencies must contact the AMS immediately and fill out a [Vendor Performance Report](#) if there is a discrepancy between the price on the invoice and the Contract price.

VERIFYING THE CONTRACT PRICES. The following information explains the method(s) for calculating and/or confirming the contract prices.

- **The Contract(s) was executed with FIXED PRICING. The pricing offered must match or be lower than that detailed herein.**

Only accept contract vendor quotes that provide itemized contract pricing (lump sum price quotes must be rejected and reworked by the Contract Vendor to show itemized State contract pricing).

Prior to accepting an order and/or issuing payment on an invoice, inspect the goods and/or deliverables to ensure they match both the terms and pricing of the contract.

Contact the AMS/Buyer detailed herein to report any pricing discrepancies or for assistance in confirming/calculating contract pricing.

MINIMUM ORDER. None.

IT ACCESSIBILITY. When agencies are making purchasing decisions, the purchasing entities are responsible for evaluating the accessibility of IT products in accordance with the State of MN IT Accessibility standards that incorporate both Section 508 standards and Web Content Accessibility Guidelines 2.0 level 'AA' standards. This contract requires vendors to provide accessibility information, known as VPATs, for the products available through this contract. It is the purchasing agency's responsibility to request, collect, evaluate, and make a purchasing decision in compliance with these state laws.

FREIGHT/SHIPPING TERMS

SEVEN COUNTY METRO AND GREATER MINNESOTA AREA. All shipments are FOB Destination, with freight charges prepaid and allowed (the Contract Vendor **is not** allowed to invoice freight charges, unless there are special "rigging fees" for unique circumstances which are identified in the Contract Vendor's quote. Check 'Miscellaneous Contract Vendor Services & Rates,' below, to see which Contract Vendors charge rigging fees, Professional Services fees, or other specialized services fees.

CONTRACT VENDOR TERMS AND CONDITIONS. Agencies and CPV members are strongly encouraged to review the terms and conditions of specific contracts in order to assess any potential risk to the agency or CPV member. To view Contract Vendor's Contract Award documents, click the following links:

Canon: [https://osp.admin.mn.gov/sites/osp/files/pdf/c-1005\(5\)canoncontract.pdf](https://osp.admin.mn.gov/sites/osp/files/pdf/c-1005(5)canoncontract.pdf)

HP: [https://osp.admin.mn.gov/sites/osp/files/pdf/c-1005\(5\)hpcontract.pdf](https://osp.admin.mn.gov/sites/osp/files/pdf/c-1005(5)hpcontract.pdf)

Kyocera: [https://osp.admin.mn.gov/sites/osp/files/pdf/c-1005\(5\)kyoceracontract.pdf](https://osp.admin.mn.gov/sites/osp/files/pdf/c-1005(5)kyoceracontract.pdf)

Ricoh: [https://osp.admin.mn.gov/sites/osp/files/pdf/c-1005\(5\)ricohcontract.pdf](https://osp.admin.mn.gov/sites/osp/files/pdf/c-1005(5)ricohcontract.pdf)

Toshiba: [https://osp.admin.mn.gov/sites/osp/files/pdf/c-1005\(5\)toshibacontract.pdf](https://osp.admin.mn.gov/sites/osp/files/pdf/c-1005(5)toshibacontract.pdf)

TOTAL COST OF OWNERSHIP. Agencies and CPV members are advised to calculate the Total Cost of Ownership when comparing devices. Total Cost of Ownership link:

[https://osp.admin.mn.gov/sites/osp/files/pdf/c-1005\(5\)totalcostofownership.pdf](https://osp.admin.mn.gov/sites/osp/files/pdf/c-1005(5)totalcostofownership.pdf)

MISCELLANEOUS CONTRACT VENDOR SERVICES & RATES. Customers should review the contract documents for each supplier to confirm that a specific contract provides needed services. Miscellaneous services and their prices may be found below:

Canon: [https://osp.admin.mn.gov/sites/osp/files/pdf/c-1005\(5\)canonmisccharges.pdf](https://osp.admin.mn.gov/sites/osp/files/pdf/c-1005(5)canonmisccharges.pdf)

HP: [https://osp.admin.mn.gov/sites/osp/files/pdf/c-1005\(5\)hpmisccharges.pdf](https://osp.admin.mn.gov/sites/osp/files/pdf/c-1005(5)hpmisccharges.pdf)

Kyocera: [https://osp.admin.mn.gov/sites/osp/files/pdf/c-1005\(5\)kyoceramisccharges.pdf](https://osp.admin.mn.gov/sites/osp/files/pdf/c-1005(5)kyoceramisccharges.pdf)

Ricoh: [https://osp.admin.mn.gov/sites/osp/files/pdf/c-1005\(5\)ricohmisccharges.pdf](https://osp.admin.mn.gov/sites/osp/files/pdf/c-1005(5)ricohmisccharges.pdf)

Toshiba: [https://osp.admin.mn.gov/sites/osp/files/pdf/c-1005\(5\)toshibamisccharges.pdf](https://osp.admin.mn.gov/sites/osp/files/pdf/c-1005(5)toshibamisccharges.pdf)

USE OF PREVIOUS MULTIFUNCTION CONTRACTS. Previous SWIFT contracts will remain open **ONLY** for maintenance orders for equipment purchased or rented prior to **March 1, 2021**. For reference, here are the previous SWIFT contract numbers, most recent at top:

Canon: 84336	Ricoh: 84340	Toshiba: 175842	Xerox: 84346
Canon: 23558	Ricoh: 23596	Toshiba: 23628	Xerox: 23657

SWIFT Line	Description	Category
Line 1	Multifunction Device – Rental	80161800
Line 2	Multifunction Device – Purchase	44101500
Line 3	Repair and Maintenance Services	81112306
Line 4	Monthly Overage Charges	82121700
Line 5	Supplies: Use only if Maintenance Plan was not Purchased	44101700
Line 6	Software Licenses	43230000
Line 7	Software Maintenance and Support	81112201
Line 8	Monthly Copying Charges - Purchase	81112306
Line 9	Printer, Photocopier, Facsimile Accessories	44101700

TRADE-INS. Customers may trade in a minimum of one (1) device per placement of existing MFD they own at a price the Customer and the Contract Vendor mutually agree on. The trade-in amount will be given in the form of a credit and subtracted from the invoice. Equipment must be disposed of according to the Removal and Handling of Hard Drives, Old Devices, and Consumables under the General Specifications of the RFP. State agencies are required to complete a

Property Disposition Request Form prior to agreeing to a trade-in proposal. Here is the link to the Property Disposition Request Form: https://mn.gov/admin/assets/PDR2017_tcm36-305575.pdf.

REMOVAL AND DISPOSAL OF OLD EQUIPMENT. When placing new equipment, Contract Vendors are required to pick-up and dispose of owned MFD/Printer devices whether or not the equipment is their own brand. Before MFD/Printer devices are removed at the Customer's request, hard drives **MUST** be removed and given to the Customer, or the hard drive **MUST** be cleansed using overwrite and/or encryption based upon Customer's security policies at **NO ADDITIONAL COST**. (**See Exhibit C, section E, item 14, 'Removal and Handling of Hard Drives, Old Devices, and Consumables' for in depth removal requirements**). Contract Vendor **MUST** provide a certificate verifying the hard drive has been **CLEANSED** prior to removal of MFD/Printer devices from the customer's premises at **NO CHARGE**.

If the incumbent vendor removes and disposes of the equipment, the Customer will be responsible to work with the incumbent vendor to secure the hard drive. The Contract Vendor **MUST** comply with Minnesota IT Services (MNIT)'s Enterprise Security Information, Sanitization, and Destruction Standard. If the Contract Vendor is unable to provide this service due to the technological restraints of the equipment or if the Customer prefers to destroy their own hard drive, the hard drive will be removed by the Contract Vendor and left with the Customer for secure disposal. There will be **NO FEE** associated with this service. Disposal of the equipment will be done in an environmentally responsible manner.

If the new vendor is removing and disposing MFD/Printer devices, the new vendor is responsible to either **CLEANSE** the drive or **REMOVE** it and give it to the Customer. It is **PROHIBITED** for a Contract Vendor to sell a Customer a new hard drive to replace the old hard drive that was removed.

SECURITY SPECIFICATIONS. Contract Vendors must adhere to the following security specifications:

Data sanitization (with intent to reuse): Contract Vendor must provide a certificate verifying the hard drive has been cleansed or destroyed per the Minnesota IT Services Physical Environmental Security Standard (https://mn.gov/mnit/assets/enterprise-physical-environmental-security-standard_tcm38-323787.pdf) in accordance with NIST Special Publication 800-88, Guidelines for Media Sanitization (<https://csrc.nist.gov/publications/detail/sp/800-88/rev-1/final>) prior to removal of equipment from the customer's premises at no charge.

REVISIONS.

2023.06.30	Updated Toshiba contact representative and list of reseller partners.
2023.04.10	Updated Kyocera contact representative.
2023.03.01	All contracts extended via Amendment through February 28, 2024; updated Kyocera contact rep.
2022.11.29	Updated HP's list of contact reps and reseller partners.
2022.08.02	Updated Canon's list of reseller partners.
2021.12.10	Updated HP contact reps' information.
2021.08.30	Corrected vendor numbers for HP, Kyocera.
2021.05.19	Category Code 44101700, "Accessories," added to all contracts and CR document.
2021.03.31	Amendment No. 01 to Contract 191411 adds Toshiba's DBA name, updates contract number, and recognizes Toshiba Financial Services partnership.
2021.03.10	Kyocera links updated.